Procurement of Vehicle Mounted Fully Automatic Underground Cable Fault Locating Equipment Suitable for Locating Fault as per Tender Specifications. (Capacity – 3000 Joules)

SECTION IX

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/BID SECURITY

(To be stamped in accordance with
stamp Act)

The non-Judicial stamp paper should be in the name of issuing Bank.

Ref……. Bank Guarantee No…..

Date .....

To

Dear Sirs,

In accordance with Invitation For Tenders (IFB) under your Specification No……M/s……having its Registered/ Head Office at ..... (hereinafter called the Tenderer/Bidder) wish to participate in the said Bid or……. and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs……Valid up to ……on behalf of Tenderer /Bidder in lieu of the Bid deposit required to be made by the Tenderer/Bidder, as a Condition precedent for participation in the said Bid.

We, the……Bank at ..... having our Head Office at ……(local address)
Guarantee and undertake to pay immediately on demand by BESCOM the amount of ..... (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said `Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ****** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this ……day of…… ……..at…….

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank".

WITNESS:

…… ……

(Signature) (Signature)

…… ……

(Name) (Name)

…… ……

(Official Address) (Designation with Bank Stamp)

Attorney as per
Power of Attorney No
Date .....

(******) This date shall be thirty (30) days after the last date for which the Bid is valid.

SECTION X: CONTRACT FORM

VOID

SECTION XI PERFORMANCE SECURITY BANK GUARANTEE FORMAT

(To be stamped in accordance with
stamp Act)

Ref..... Bank Guarantee No .....
Date .....

TO

Dear Sirs,

In consideration of the BESCOM, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head
Office at ..... (hereinafter referred to as the 'Contractor'/`Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to ..... * .....(%)..... percent) of the said value of the Contract to the Owner or ---------- % of the updated estimate cost if the contract price is less than the updated estimate cost of the tender.
We ..... (Name & Address)
having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to .....**..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Owner and further agrees that the Guarantee herein contained shall continue to be enforceable till the Owner discharges this Guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s
.....on whose behalf this Guarantee has been given.

Dated this .....day of .....at .....

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank".

WITNESS:

....

(Signature) (Signature)

.... (Name) (Name)

. ...

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of
Attorney No .....
Date .....

NOTE:

- This Sum shall be FIVE percent (5%) of the Contract value.

** The date will be **ninety (90) days** after the end of Warranty Period as specified in the Contract.

1. The stamp papers of appropriate values shall be purchased in the name of issuing Bank.

SECTION XII

(Please see SECTION VII: QUALIFICATION CRITERIA)

Proforma for Performance Statement

Tender Enq. No.....

Name of the Firm: .....

Orders placed by (Full address of Purchaser)	Order No and Date	Description of Goods ordered	Quantity of Goods ordered	Value of Order	Date of Completion of Delivery		Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)	Period in years of satisfactory functioning of Goods from the date of commissioning
					As per contract	Actual			
1	2	3	4	5	6	7	8	9	10

Signature and Seal of the Tenderer:----------

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

PROFORMA OF LEGALLY ENFORCEABLE DEED OF UNDERTAKING TO BE FURNISHED BY the authorized Agent/dealer of the manufacturer and original equipment manufacturer(OEM) FOR SUPPLY OF EQUIPMENT(ON Rs. 500/- NON JUDICIAL STAMP PAPER)

This deed of undertaking executed this .....day of .....2023 by ..... (Name of original manufacturer / OEM) having its Registered Office at ..... (hereinafter called the "original manufacturer / OEM" which expression shall include its successors, administrators, executors and permitted assigns) and .....(Name of Tenderer/(authorized Agent/dealer) having its Registered Office at .....(hereinafter called the "Tenderer/Bidder" which expression shall include its successors, administrators, executors and permitted assigns) in favour of BESCOM (hereinafter called the "Owner")

WHEREAS the Owner invited Bids as per its Tender Enquiry No.....for.....(Name of Tender) and whereas the Bid Enquiry stipulates in the Qualifying requirement of NIT (Tender Notification) that "The Bidder should be Original manufacturer or authorized Agent/dealer of the Vehicle Mounted Underground Cable Fault Locator and the Original Equipment Manufacturer shall have a minimum experience of Five years in the field of manufacturing of Vehicle Mounted Fully Automatic Underground Cable Fault Locating Equipment Suitable for Locating Fault. In case Bidder is authorised agent/dealer, the authorized Agent/Dealer shall have a minimum experience of Three years and should upload a letter from their manufacturer certifying that they are the authorized Agent/dealer of the manufacturer. Further, the authorized Agent/dealer of the manufacturer and OEM shall upload a legally enforceable deed of undertaking on nonjudicial stamp paper of Rs.500/- to guarantee quality, timely supply and performance and warranty obligations as specified in the tender".

AND WHEREAS the Tenderer/Bidder has submitted its Offer No. ..... dated..... to the Owner based on the Association of the authorized Agent/dealer and OEM.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

1. In consideration of the Award of Contract by the Owner to the Bidder, we, the OEM, and the Bidder do hereby declare and undertake that we shall be jointly and severally responsible and bound unto the Owner for the successful Performance of the characteristics in terms of the Contract to the satisfaction of the Owner.

2. In case of any breach of the contract committed either by us and/of the Bidder, we, the OEM, do hereby undertake, declare and confirm that we shall be fully responsible for successful performance of the contract and undertake to carry out all the obligations and responsibilities under the contract in order to discharge the obligations stipulated in the contract. We undertake to execute the contract in its entirety and hold responsibility for any default in executing the contract. We hereby indemnify the Owner that we will compensate the Owner, if any loss occurred due to default in executing the contract either by us or by the Bidder.

3. Without in any way affecting the generality and total responsibility in terms of this deed of undertaking, the OEM hereby agree to depute their technical experts from

time to time to the Bidder's works/Owner's project site as mutually considered necessary by
the Owner/ Bidder and the OEM to ensure proper design, manufacture, testing and successful performance of the equipment under the said contract in accordance with the contract and, if necessary, the OEM shall advise the Bidder suitable measures to discharge the obligations under the contract.

4. We, the OEM and the Bidder, agree that this deed of Undertaking shall be Irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the successful Completion of the Contract and the Owner discharges it. It shall become operative from the effective date of the Contract.

5. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Bangalore, Karnataka State, shall have exclusive jurisdiction in all matters arising under this Deed of Undertaking.

IN WITNESS WHEREOF, the OEM and the Bidder through their authorised Representatives, have executed these present and affixed common seals of their respective Companies, on the Day, Month and year first mentioned above.

WITNESS	for NAME OF ORIGINAL MANUFACTURER / OEM
.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Office Address)	(Office Address)
.....	.....
(Company Seal)	(Company Seal)

WITNESS	for NAME OF BIDDER(The authorized Agent/dealer)
.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Office Address)	(Office Address)
.....	.....
(Company Seal)	(Company Seal)

SECTION XIV- PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

IFB NO. ..... DATE OF OPENING : .....

NAME OF THE TENDERER : .....
...

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer

2. (a) Telephone No. Office/Factory/Works (b) Fax No. Office/Factory/Works (c) Email ID address :

3. Location of the manufacturing factory.

4. Details of Industrial License, wherever required as per statutory regulations.

5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets & Catalogs be supplied if available).

6. Details of the process of manufacture in the factory.

7. Details & stocks of raw materials held.

8. Production capacity of item(s) quoted for, with the existing Plant & Machinery

   8.1 Normal
   8.2 Maximum

9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.

10. Details of staff:

    10.1 Details of technical supervisory staff in charge of production & quality control.

    10.2 Skilled labour employed.

    10.3 Unskilled labour employed.

    10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.

11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

12. Deleted.

.....

Signature and seal of the Manufacturer

SECTION XV
PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ……. Date …….

TO

Dear Sirs,

Sub: Extension of Bank Guarantee No ……for
Rs……favouring yourselves, expiring on …….. on account of M/s……in respect of Contract No ……dated…….(hereinafter called original Bank Guarantee).

At the request of M/ s ……,We……Bank, Branch Office at ……and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No …… Dated …… for a further period of ……Years/Months from ……to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached. I

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank".

Yours faithfully,

For ……
Manager/Agent/Accountant
Power of Attorney No ……
Dated ……

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

SECTION XVI

"Eligibility clauses in respect of restrictions on procurement from a bidder, OEM, vendor of a country which shares a land border with India".

(In respect of clause of (8) of NIT (Tender Notification) Qualifying Requirements of Bidders)

Sl. No.	Eligibility Clauses
I	Any bidder, OEM, Vendor from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
II	"Bidder, OEM, Vendor" (including the term 'tenderer', consultant' or' service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders, OEM, Vendor stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
III	"Bidder(or entity), OEM, Vendor from a country which shares a land border with India" for the said purpose of this Order means:- a. An entity incorporated, established or registered in such a country; or
	b. A subsidiary of an entity incorporated, established or registered in such a country; or

	c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
	d. An entity whose beneficial owner is situated in such a country; or
	e. An Indian (or other) agent of such an entity; or
	f. A natural person who is a citizen of such a country; or
	g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
IV	The beneficial owner for the purpose of (III) above clause will be as under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- a. “Controlling ownership interest’ means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company’

	b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
	2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fIFBeen percent of capital or profits of the partnership;
	3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fIFBeen percent of the property or capital or profits of such association or body of individuals;
	4. where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
	5. In case of a trust, the identification of beneficial owner(s) shall include identification of the trust, the trustee, the beneficiaries with fIFBeen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V.	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
VI.	Void
VII.	The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
VIII	If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
IX	Format of Certificate: A certificate for having read the above clauses is required to be submitted/uploaded by the tenderer separately in the following format: "I have read the clause regarding restrictions on procurement from a bidder, OEM, Vendor of a country which shares a land border with India; I certify that this bidder, OEM, Vendor is not from such a country or, if from such a country, has been registered with the Competent Authority., I hereby certify that this bidder, OEM, Vendor fulfills all requirements in this regard and is eligible to be considered. (where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded.)"
X	Format of Certificate by Bidders in cases of specified TOT: A certificate for having read the above clauses is required to be submitted/uploaded by the tenderer separately in the following format: "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority". OR "I have read clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."
	Note: i. A bidder is permitted to procure raw material, components, sub-assemblies etc, from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "Sub-contracting". ii. However, in case a bidder has proposed to supply finished goods procured directly/indirectly form the vendors from the countries sharing land border

	with India, such vendor will be required to be registered with the competent Authority. iii. Procurement of spares parts and other essential services support like Annual Maintenance Contract AMC/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12/2020, Bengaluru, dated 28.8.2020.